

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - PERFORMANCE-BASED STATEMENT OF WORK AGRICULTURE CONTRACT AUTOMATION SYSTEM (AGCAS)

C.1 GENERAL INFORMATION AND SCOPE OF WORK

The scope of this contract is to obtain support services and software from the Contractor to maintain, update, and enhance the U.S. Department of Agriculture (USDA) Agriculture Contract Automation System (AGCAS) and the pilot of Electronic Commerce(EC)/ Electronic Data Interchange (EDI) Project Software (SPEDI). This will include the ability for these systems to be fully compatible with current software programs and fully functional in its existing environments within USDA. Unless otherwise stated in this section, the Contractor shall furnish all resources and capabilities in-house (i.e. contractor facilities, materials, personnel, hardware, software, etc.) to maintain the AGCAS database, including the incorporation into the system, in the form of monthly updates, any published changes or amendments of the Federal Acquisition Regulation (FAR) and Agriculture Acquisition Regulation (AGAR), and make delivery of such monthly updates to USDA contracting offices by electronic means via the Internet or FTP Server.

AGCAS is used by USDA contracting offices to prepare legal federal contract documents. The maintained system and database, and all its updates, must be reliable in content and logic due to the legal nature and implications of the documents being produced.

In maintenance of AGCAS and the Department's electronic commerce initiatives, the Contractor shall provide AGCAS Hotline support to designated USDA personnel; support and development services for enhancements to AGCAS which are determined by the Government to be beyond standard maintenance of the system; and, EC/EDI Off-site support, including an annual (if applicable) SPEDI update for pilot sites, and monthly FAR On-line updates.

The Contractor shall operate in accordance with a quality control plan (QCP) to insure performance to the standards identified in Technical Exhibit No. 1, Performance Requirements Summary. (Also See C.7, CONTRACTOR QUALITY CONTROL).

C.2 PURPOSE

The purpose of this contract is to maintain, update, and enhance the current computer-based AGCAS to assist USDA contracting professionals in the preparation of federal solicitation and contract documents.

The system shall provide the capabilities to (1) assist contracting professionals in creating, reviewing, revising, and printing solicitation and contract documents,

(2) generate all solicitations and contract documents in the correct format, incorporating current federal clauses and provisions, and allowing for tailoring of clauses and provisions by contracting personnel, and (3) provide for consideration of all options in the preparation of a variety of solicitation and contract documents for the full range of contract types and methods.

The system shall be used with a commercially-available word processing package for the creation of local text which may be incorporated into the solicitation and contract documents. USDA uses the standard word processing packages available in the marketplace. (See C.5, GOVERNMENT COMPUTING ENVIRONMENT).

C.3 DEFINITIONS

Agriculture Acquisition Regulation (AGAR) - Located in the Code of Federal Regulations (CFR) at Title 48, Chapter 4, the AGAR prescribes USDA policies and procedures on federal acquisition that supplement the Federal Acquisition Regulation (FAR).

Contracting Officer (CO) - The Government Official responsible for the execution and administration of a contract on behalf of the Government.

Contracting Officer's Technical Representative (COTR) - The Government Official designated by the Contracting Officer (CO) and responsible for performance monitoring and quality assurance on behalf of the Government.

Contractor's Representative, a.k.a. Project Manager - An individual assigned by the Contractor who shall have full authority to act for the Contractor on all contract matters that relate to the daily operations of the contract. The Contract Representative shall be a single point of contact for all functional, technical, and contract-related services.

Critical Defects - Any defect in an update or other product or service which could potentially result in legal interpretation of clauses and provisions in a manner other than that intended in the published regulation, as determined by the Government; and any error which results in computer lock-up, system crash, virus infection, or requires a workaround by the end user. Includes use of Contractor supplied products or services (such as task order deliverables, hotline resolutions, and documentation) which results in such defects. Also includes any previously identified defect that reappears in any subsequent update, product, or service. The inability to download or install a functional working copy of an electronic or hard copy product, due to any product error, is also considered a critical defect. *For EC/EDI On-Site Support (see C.6.3), a critical defect is also defined as not providing a certain number of responses within required inquiry response times. These response times are defined in C.6.3.*

Non-Critical Defects - Any defect in an update or other product or service that is not determined by the Government to be a critical defect.

Defective Service - A service or deliverable output that does not meet the performance standard specified in the contract for a specific performance requirement. A critical or non-critical defect.

Federal Acquisition Regulation (FAR) - The primary regulation for use by all federal executive agencies in their acquisition of supplies and services with appropriated funds. The FAR is issued in the Code of Federal Regulations (CFR) in Title 48, Chapter 1 and is published in the daily issue of the Federal Register.

On-Site Support - Work performed by the Contractor on Government premises, whereby the Contractor's personnel is provided Government resources (office space, equipment, supplies, etc.) to perform the work. Under this contract, that work is Electronic Commerce/EDI On-Site Support.

Performance Evaluation - The Government's record of the Contractor's performance under the contract, to be used for future source selection purposes by other federal departments and agencies.

Performance Requirement - The performance output; i.e., the product or service required by and supplied to the Government.

Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirements, surveillance methods to be used to determine if performance standards are met, maximum payment for meeting the acceptable quality level (AQL), and any deduction from payment for not meeting the AQL.

Performance Standard - The Contractor's performance level required by the Government. This is also known as the acceptable quality level (AQL).

Quality Assurance, a.k.a. Quality Validation - Surveillance undertaken by the Government to ensure that products or services provided by the Contractor are within the acceptable quality level for a given performance requirement, and for the assessment of the Contractor's quality control. The Government's surveillance methods are outlined in the PRS.

Quality Control - Actions taken by the Contractor to control the production of supplies and services to ensure that they conform to the performance requirements and standards. Quality control procedures are outlined in a Quality Control Plan (QCP), developed by the Contractor. (See C.7, CONTRACTOR QUALITY CONTROL).

Rework - Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, at its own expense and without additional reimbursement by the Government.

Year 2000 Compliant - “Year 2000 Compliant” means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

C.4 GOVERNMENT FURNISHED PROPERTY AND SERVICES

No Government property or services are provided to the Contractor for purposes of contract performance. If the Government determines at any time during contract performance that property or services shall be provided, such property or services shall be provided and documented by issuance of a contract modification.

C.5 GOVERNMENT COMPUTING ENVIRONMENT

AGCAS operates in an IBM/IBM compatible personal computer (PC) environment using DOS 3.1 or higher level DOS and in a Data General (DG) minicomputer environment (Series MV4000 or higher) for the USDA, Forest Service using the Advanced Operating System (AOS). AGCAS is programmed in COBOL using a REALIA compiler.

The SPEDI only operates in an IBM/IBM compatible personal computer (PC) environment using DOS 3.1 or higher level DOS.

USDA currently utilizes numerous word processing packages including Word Perfect, Microsoft Word, and MultiMate.

C.6 PERFORMANCE REQUIREMENTS

The Contractor shall fulfill the specific performance requirements as follows:

C.6.1 Provide AGCAS Database Maintenance and Updates

C.6.1.1 Provide Monthly AGCAS Database Maintenance

The Contractor shall provide regular monthly maintenance for the AGCAS system and database throughout the performance period to ensure that updates meeting the acceptable quality level (AQL) are provided to the Government. The Contractor shall modify text, scripts, prompts, programs, and documentation to maintain the AGCAS database, including the incorporation into the system in the form of updates any published changes or amendments in the Federal Acquisition Regulation (FAR) and Agriculture Acquisition Regulation (AGAR). Amendments to the Federal Acquisition Regulation (FAR) are published in the Federal Register and amendments to the Agriculture Acquisition Regulation

(AGAR) are published in the USDA’s AGAR publication. FAR changes occur infrequently during the performance period, ranging from none to several during a given month. A minimum

of one (1) AGAR change during the contract performance period should be expected. Prior to performing any updates to the system, the Contractor shall ensure that the system itself is free of defects.

The degree to which the Contractor has met the acceptable quality level (AQL) for monthly system and database maintenance shall be determined through Government surveillance of the monthly AGCAS Updates defined in C.6.1.2 and C.6.1.4. Payment for monthly updates in C.6.1.2 and C.6.1.4 shall be considered payment for maintenance as well, as such maintenance leads to monthly updates.

C.6.1.2 Provide Monthly AGCAS Updates for Personal Computers (PC's)

The Contractor shall provide one (1) AGCAS update for PC's each month (if applicable; i.e., a FAR or AGAR change has been published during the period described below) throughout the performance period. Delivery shall be made to end users in USDA contracting offices by electronic means via the Internet or FTP Server.

Delivery Schedule

Each monthly update shall be electronically posted by the Contractor, and immediately available for Government access, by C.O.B., Eastern Standard Time (EST) (Eastern Daylight Savings Time during applicable months), on the last calendar day of each month. This shall be known as the AGCAS Update for PC's Due Date. Each monthly update shall include all FAR or AGAR amendments published from Day 1 through Day 20 of that month. All FAR or AGAR amendments published from Day 21 through the last calendar day of a month may be included in that month's update but definitely shall be included in the following month's update. Following receipt of a monthly update for PC's and monthly AGCAS updates documentation (see C.6.1.6) the Government has a quality assurance surveillance period of 25 calendar days. (See C.8, GOVERNMENT QUALITY ASSURANCE).

Updates will be provided per downloading procedures which shall be included in Attachment J-2, Monthly Updates Downloading Instructions. The Contractor shall provide USDA contracting offices with a specific login-id and password which shall allow these sites to gain access to a secure section of the Contractor's world wide web site from which updates can be downloaded.

If at any time, the delivery of a monthly update appears jeopardized due to the Contractor web page being "down" (inaccessible) due to reasons beyond the control of the Contractor (i.e., the Contractor's internet provider is down), the Contractor shall provide verbal notification to the Contracting Officer prior to the deadline of the delivery due schedule that such access is not available. The Contracting Officer shall be notified of the anticipated downtime of the Contractor's web page. Follow-up documentation shall be provided to the Contracting Officer to support the declaration that delivery could not be made electronically for reasons beyond the Contractor's control. At any time electronic delivery cannot be made

due to such circumstance, the Contractor shall provide the Government with the option of receiving the monthly update via floppy disk.

During the base period of the contract the Government shall purchase up to a maximum of 10 monthly updates for PC's. During any succeeding option period the Government shall pay for a minimum of one (1) monthly update up to a maximum of 12 monthly updates. The determination by the Government of whether an update shall be purchased for a particular month is based upon whether an update is built and distributed by the Contractor that particular month. If a valid monthly update is built and distributed by the Contractor during the period of performance, the Government will purchase that monthly update. The Contracting Officer shall provide the Contractor with a written notification when these updates are no longer required. The date that notification is received by the Contractor shall determine the last update to be provided. If notification is received between Day 1 through Day 20 of a month and FAR or AGAR amendments are published between Day 1 through Day 20, the Contractor shall provide that monthly update. If notification is received from Day 21 through the last calendar day of a month, and the Contractor is currently working on incorporating any amendments published after Day 21 in the following month's update, the Contractor shall provide the following month's update, and this shall be the last update delivered.

Payment

Each monthly update for PC's shall undergo complete quality control testing and review by the Contractor prior to delivery to the Government and shall operate without error in the USDA computing environment.

The price for this requirement, C.6.1.2, shall be included in the monthly unit price for **CLIN B.1** of Schedule B. **The percentage of CLIN B.1 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.1 applicable to this requirement shall be contingent upon the extent to which the requirement meets the acceptable quality level (AQL) defined in Technical Exhibit No. 1, Performance Requirements Summary.

The COTR shall provide a Contract Surveillance Summary for PC Updates to the Contractor, with a copy to the CO, within seven (7) calendar days after completion of the surveillance period. (See C.8, GOVERNMENT QUALITY ASSURANCE).

The invoice for each monthly update for PC's shall be submitted to the CO, with a copy to the COTR, following the Contractor's receipt of the Government's Contract Surveillance Summary for PC Updates.

C.6.1.3 Provide Reproduction and Distribution Services for Updates for PC's - (OPTIONAL – As Required and Ordered By The Government)

At the Government's option, reproduction and distribution of AGCAS Updates in hard copy format (either 5 1/4" or 3 1/2" floppy diskettes) may be required and ordered for some USDA Offices unable to utilize the electronic delivery. Documentation in the form of user manual revisions and impact statements shall be included in hard copy and accompany this hard copy distribution. Distribution shall be made no later than C.O.B. EST, five (5) calendar days after the monthly update for PC's due date identified in C.6.1.2.

Disks shall be write protected and standard black in color. Disks shall be compatible for use in IBM compatible machines employing DOS operating systems. The following shall be included:

- All verification, disk production, and shipment costs

- Write protection tabs, installed on each disk
- Printed label on each disk with printing and numbering as on the corresponding original disk label
- Disks shall be sent f.o.b. destination to the distribution addresses provided by the COTR

The Government formal surveillance of hard copy distribution and reproduction shall occur within the 25 calendar day surveillance period for monthly updates for PC's. (See C.8, GOVERNMENT QUALITY ASSURANCE).

Payment

Payment of the 100% of the unit price per set in **CLIN B.1.1** shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

The invoice for these hard copy updates shall be submitted to the CO, with a copy to the COTR, following the Contractor's receipt of the Government's Contract Surveillance Summary for PC Updates. (See C.8, GOVERNMENT QUALITY ASSURANCE).

C.6.1.4 Provide Monthly AGCAS Updates for Data General Minicomputers (DG'S)

Note: At this time, AGCAS updates for DG's are only required for the Base Period of the contract. If the Government determines that the requirement for DG updates will extend beyond the end of the Base Period of the contract, and the Government elects to exercise the Option Period, such requirement shall be negotiated between the Contractor and the Government and included in the Option Period by contract modification.

The Contractor shall provide one (1) AGCAS update for DG's subsequent to the distribution of each AGCAS update for PC's. Delivery shall be made by providing electronically by FTP a functional DG version of the update to be downloaded on the Forest Service validation DG Minicomputer at Rosslyn, Virginia, and providing a written certification as described below. The Forest Service has final determination on the actual date of distribution of the DG version to end users in the Forest Service's contracting offices by electronic means via the Internet or FTP Server.

Updates will be provided per downloading procedures which shall be included in Attachment J-2, Monthly Updates Downloading Instructions. The Contractor shall provide USDA contracting offices with a specific login-id and password which shall allow these sites to gain access to a secure section of the Contractor's world wide web site from which updates can be downloaded.

If at any time, the delivery of a monthly update appears jeopardized due to the Contractor web page being "down" (inaccessible) due to reasons beyond the control of the Contractor

(i.e., the Contractor's internet provider is down), the Contractor shall provide verbal notification to the Contracting Officer prior to the deadline of the delivery due schedule that such access is not available. The Contracting Officer shall be notified of the anticipated downtime of the Contractor's web page. Follow-up documentation shall be provided to the Contracting Officer to support the declaration that delivery could not be made electronically for

reasons beyond the Contractor's control. At any time electronic delivery cannot be made due to such circumstance, the Contractor shall provide the Government with the option of receiving the monthly update via floppy disk.

Written Certification of Correction of Defects

The Contractor shall provide a written certification stating that all defects identified in the monthly update for PC version in the Government's Contract Surveillance Summary, or identified by the Contractor through its own quality control, have been eliminated from the current DG version. A copy of this written certification shall be provided to the Forest Service COTR by fax or e-mail at the same time the electronic update is distributed. Such certification shall be required before the Forest Service will allow installation. The original shall be provided to the CO and an additional copy shall be provided to the COTR within three (3) working days of update delivery.

Delivery Schedule

Following delivery of a monthly update for PC's, the Government has a formal surveillance period of 25 calendar days. Within seven (7) calendar days of the completion of the surveillance period, the Government shall provide the Contractor with a Contract Surveillance Summary, identifying any defects found (see C.8, GOVERNMENT QUALITY ASSURANCE). The Contractor shall ensure that all defects found through Government surveillance and its own quality control process are corrected in the DG version and the written certification described above shall be prepared. A functional DG version shall be delivered electronically by FTP to the Forest Service for download on the validation DG by C.O.B. EST, on the 15th day of the month following surveillance (this is approximately, but not necessarily, 45 calendar days after the monthly update for PC's is delivered electronically). The DG version shall only contain the update content of the PC version which has undergone surveillance (i.e., each monthly update for PC's shall be followed by a subsequent monthly update for DG's, both containing the same FAR or AGAR amendments and changes).

The functional DG version shall be delivered by the Contractor in ASCII format, and with corresponding file names in accordance with applicable loading programs on the validation DG. Successful installation shall be deemed to have occurred when (1) the DG version is downloaded on the validation DG and is fully accessible to the Forest Service for validation and surveillance purposes and (2) the written certification described above has been provided to the Forest Service COTR. If problems exist in accessing the system or update for validation purposes, installation has not occurred. Following successful installation of a monthly update for DG's and receipt of monthly AGCAS updates documentation (see C.6.1.6) the Government has a formal surveillance period consisting of the 16th day of the month through the last calendar day of the month. (See C.8, GOVERNMENT QUALITY ASSURANCE).

The Forest Service COTR has the final determination when actual delivery to Forest Service contracting offices shall occur. Such actual delivery shall be by electronic means via the Internet or by the FTP process.

During the base period of the contract the Government shall purchase up to a maximum of nine (9) monthly updates for DG's. During any succeeding option period the Government shall pay for a minimum of one (1) monthly update up to a maximum of 12 monthly updates. The

determination by the Government of whether an update shall be purchased for a particular month is based upon whether an update is built and distributed by the Contractor that particular month. If a valid monthly update is built and distributed by the Contractor during the period of performance, the Government will purchase that monthly update. The Contracting Officer shall provide the Contractor with a written notification when these updates are no longer required. The date that notification is received by the Contractor shall determine the last monthly update for PC's to be provided. (See C.6.1.2 above). This in turn shall determine the last subsequent monthly update for DG's to be provided.

Payment

Each monthly update for DG's shall undergo complete quality control testing and review by the Contractor prior to delivery to the Government for installation on the validation DG and shall operate without error in the Forest Service computing environment.

The price for this requirement, C.6.1.4, shall be included in the monthly unit price for **CLIN B.2** of Schedule B. **The percentage of CLIN B.2 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.2 applicable to this requirement shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

The COTR shall provide a Contract Surveillance Summary for DG Updates to the Contractor, based upon surveillance data provided by the Forest Service COTR, with a copy to the CO and Forest Service COTR, within seven (7) calendar days after completion of the surveillance period. (See C.8, GOVERNMENT QUALITY ASSURANCE).

The invoice for each monthly update for DG's shall be submitted to the CO, with a copy to the COTR, following the Contractor's receipt of the Government's Contract Surveillance Summary for DG Updates.

C.6.1.5 Provide AGCAS Database Maintenance Reports -- (OPTIONAL - As Required and Requested By The Government)

At the Government's option, the contractor shall furnish the following documentation within three (3) calendar days of receiving a delivery order. Although this documentation may not actually be requested, the Contractor shall maintain the capability to provide such documentation upon such request. The Government shall request this documentation no more than twice a year. Documentation shall be submitted via electronic mail or other electronic means to the COTR. Any hard copy distribution requested by the Government shall result in the negotiation of a price for such distribution and a subsequent contract modification.

C.6.1.5.1 *Variable Definition Report*, sorted by variable

Report shall include type of variable name, prompt which is the Q&A session, edit type, size of space for answer, decimal settings, start/end dates, and ranges of all variables in the system.

C.6.1.5.2 *Variable Definition Report*, sorted by prompt

Report shall include variable name, prompt, and type, i.e., insertion or assembly of all variables in the system.

C.6.1.5.3 *Document Script Report*

This is a listing of code for all AGCAS scripts, whether major or minor. Report shall include script name, file name, and statements to show how the script performs, i.e., Get I\$syn-T-no, for scripts in the system.

C.6.1.5.4 *Source Code Revisions*

Source code revisions documentation shall include the actual COBOL coding, linking programs which link the COBOL code, and programming language which show how the source code performs and what it does.

Payment

The prices for these requirements, C.6.1.5.1 through C.6.1.5.4, shall be included in the unit price for **CLIN B.3** of Schedule B. **The percentages of CLIN B.3 applicable to each requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentages of CLIN B.3 applicable to each requirement shall be contingent upon the extent to which each requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary. Partial deliveries may be made if less than all four (4) reports are requested at one time. If a partial delivery is made, then the invoice for this item will be prorated as applicable according to the percentages outlined in the Technical Exhibit No. 1, Performance Requirements Summary.

C.6.1.6 Provide Monthly AGCAS Updates Documentation

The contractor shall furnish the following documentation each month along with monthly updates.

C.6.1.6.1 Provide Monthly AGCAS User Manual Revisions for PC's

The Government only requires the "changed" portions of the manuals, not complete new manuals. These revisions shall be delivered electronically via FTP to end users within 15 calendar days following the Contractor's receipt of the Contract Surveillance Summary for PC Updates. The Contractor shall provide one (1) reproducible hard copy paper-based version to the Government upon request of the CO or COTR. Revised pages of the manuals which are affected by an update shall be marked clearly identifying the date of all

changes and affected paragraphs. Updated pages shall be in the same format as the current hard copy manual pages so that each revision can be downloaded electronically, printed, and placed in a 3-ring binder containing the current hard copy manual. *Note: No manual revisions are required for the DG.*

C.6.1.6.2 Provide Monthly AGCAS Update Impact Statements for PC's and DG's (FAC Impact Statements)

This is a list of changes made to the AGCAS Database as a result of an update, including a list of clauses and provisions impacted by current update and a list of corrections made since last update. These impact statements shall be delivered to end users at the same time and in the same manner as monthly updates. The FAC impact statement shall be delivered in a hard copy paper-based format with each reproduced and distributed hard copy update. The FAC impact statement is also available and stored as an individual ASCII text file and downloadable off the Contractor's FTP Server with each electronic update.

C.6.1.6.3 Provide Monthly AGCAS Database Updates Documentation for DG's

This is a list of all files on the tape of the DG version of AGCAS. This documentation shall be delivered to the COTR and Forest Service COTR concurrent with delivery of the downloadable DG version for the validation DG. The Contractor shall deliver with each DG update a listing of those files (including name, date/time, and size) that are being updated in order to accomplish an individual DG update.

Payment

C.6.1.6.1, C.6.1.6.2, and C.6.1.6.3 are not separately priced (NSP) items. They are included in the overall unit prices of **CLIN's B.1 and B.2** and will be paid for within those items.

C.6.1.7 Provide Monthly AGCAS Hotline Support and Report

The Contractor shall provide AGCAS Hotline support to designated USDA personnel whereby the personnel may request assistance with operational problems, including electronic downloading assistance. There are currently 24 hotline support users. This service shall be available between the business hours of 8:00 a.m. to 5:00 p.m. EST (Eastern Daylight Savings Time during applicable months) Monday through Friday, excluding recognized Federal Government Holidays. A Contractor representatives trained to troubleshoot system problems shall respond to hotline inquiries within two (2) hours of receiving a call in order to gather facts and ascertain the nature of the inquiry, and provide the necessary resolution information and assistance within four (4) hours of the initial inquiry. The Contractor shall make every effort to provide same-day response to all inquiries received within the last two hours (2) of the business day. These response times are response times for standard hotline inquiries. The Government understands that due to their nature certain inquiries may require longer response, and that certain requests provided to the Contractor's individual regional service centers may need to be forwarded to its main service center for technical and engineering support in order to receive the necessary level of assistance. The Contractor shall make such referrals as necessary. If a problem is a persistent one or appears to be a recurring problem, the Contractor shall schedule a meeting with the COTR to discuss procedures for eliminating

this problem for future updates to the system. Possible remedies might include the distribution of enhanced user documentation or hands-on training.

The Government will provide the Contractor with the names of the hotline support users. The Government shall likewise be provided the hotline support telephone number for use by these hotline support users.

Payment

The price for this requirement, C.6.1.7, shall be included in the monthly unit price for **CLIN B.1** of Schedule B. **The percentage of CLIN B.1 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Although payment is made in CLIN B.1, hotline support may include resolution of issues concerning the Forest Service DG's.

C.6.2 Provide Annual SPEDI Update

C.6.2.1 Provide Annual SPEDI Update

The Contractor shall provide a SPEDI software update once a year electronically via Internet to the current pilot sites and agencies. The Contractor shall incorporate all amendments or corrections to the ANSI X12 Standards Version 3040 (or later version if ordered by the Government) to the SPEDI software. The next update is tentatively scheduled for August 1, 1998. Delivery shall be made within 30 calendar days following request by the Government.

Payment

The price for this requirement, C.6.2.1, shall be included in the annual unit price for **CLIN B.4** of Schedule B. **The percentage of CLIN B.4 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.4 applicable to this requirement shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

Following receipt of the annual SPEDI update and SPEDI user manual revisions (see C.6.2.2) the Government has a formal surveillance period of 25 calendar days. (See C.8, GOVERNMENT QUALITY ASSURANCE).

The invoice for the annual SPEDI update (including SPEDI user manual revisions identified in C.6.2.2) shall be submitted to the CO, with a copy to the COTR, following the Contractor's receipt of the Government's Contract Surveillance Summary for SPEDI Update.

C.6.2.2 Provide SPEDI User Manual Revisions

The Contractor shall provide SPEDI User Manual revisions electronically via the Internet. The Government only requires the "changed" portions of the manuals, not complete new manuals. These revisions shall be delivered to end users at pilot sites at the same time and in the same manner as the Annual SPEDI Update. Revised pages of the manuals which are

affected by an update shall be marked clearly identifying the date of all changes and affected paragraphs. Updated pages shall be in the same format as the current hard copy manual pages so that each revision can be downloaded electronically, printed, and placed in a 3-ring binder containing the current hard copy manual.

Payment

The price for this requirement, C.6.2.2, shall be included in the annual unit price for **CLIN B.4** of Schedule B. **The percentage of CLIN B.4 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.4 applicable to this requirement shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

C.6.3 Provide Electronic Commerce/EDI Off-Site Support

The Contractor shall provide off-site support two (2) days per week for the gateway maintenance and operations for electronic commerce. The gateway is located at USDA National Finance Center (NFC). This work includes providing recurring electronic commerce (EC) reports and troubleshooting and resolving gateway interface problems and providing other on-site assistance. Communicating with other Government agencies shall be required to resolve certain interface problems.

Off-site support shall also include assistance in resolving Far On-Line, SPEDI, and other problems or issues in the area of electronic commerce. Such support may also include training for specific electronic commerce sites. Support shall be provided to Government personnel by telephone or on a walk-in basis.

C.6.3.1 Recurring EC Reports

Reports to be provided include a monthly FACNET report detailing the type and number of electronic commerce (EC) transactions (which shall be provided by USDA to the Office of Federal Procurement Policy), and a weekly statistics report on EC transactions (including delivery orders, awards, quotes received, invoices, acknowledgments, Gateway operations, any problems or trouble tickets received and their resolution). The monthly FACNET report is due by the 15th of each month, and a copy shall be provided to the COTR with a notation by the Contractor as to the date of its delivery to the appropriate agency. The weekly statistics report shall be delivered to the COTR by C.O.B., EST on Tuesday of each week. If no transactions have occurred during a weekly period a report of this shall also be provided. The Government shall provide the Contractor with the organizational names and contacts for reports to be provided to other Government agencies.

Payment

The price for this requirement, C.6.3.1, shall be included in the firm, fixed-price hourly labor rate in **CLIN B.5** of Schedule B. **The percentage of CLIN B.5 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.5

applicable to this requirement shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

C.6.3.2 Off-Site Support and Trouble Report

The Contractor shall provide troubleshooting and off-site assistance to USDA personnel, gateway entities, oversight agencies, and others (such as vendors requesting information on

USDA electronic commerce opportunities) two (2) days per week, Monday through Friday, excluding recognized Federal Government Holidays. The on-site support shall be provided on an eight-hour per day basis, and the core hours of 9:00 a.m. to 4:00 p.m. shall be covered.

The Contractor shall respond to all telephone inquiries within two (2) hours of receiving a call in order to gather facts and ascertain the nature of the inquiry, and provide the necessary resolution information and assistance within four (4) hours of the initial inquiry. All walk-in inquiries shall be resolved within four (4) hours of the initial inquiry. The Contractor shall make every effort to provide same-day response to all inquiries received within the last two hours (2) of the business day.

Full support shall not be deemed to have been provided until an Electronic Commerce/EDI Trouble Report is submitted to the Government. The Contractor shall provide to the COTR by C.O.B., EST on the employee's final work day of each week this report summarizing all inquiries received during the two days of off-site assistance. This report may be submitted electronically. The report shall be maintained daily and shall be available for inspection by the COTR at any time. For each inquiry the Contractor shall show the date and time inquiry was received, the name and organization of the person requesting assistance, the nature of the assistance requested, the resolution information and assistance provided by the Contractor, and the date and time such resolution was provided. If any inquiry cannot be resolved during the described response times, the Contractor shall provide a justification statement explaining why such response time was not adequate to address the inquiry. This justification shall be provided in the trouble report. The Government shall have five (5) calendar days after receipt to review the trouble report and provide notification to the Contractor of surveillance results. This notification may be submitted electronically.

Payment

The price for this requirement, C.6.3.2, shall be included in the firm, fixed-price hourly labor rate in **CLIN B.5** of Schedule B. **The percentage of CLIN B.5 applicable to this requirement shall be identified by the Contractor in Technical Exhibit No. 1, Performance Requirements Summary.** Payment of the entire percentage of CLIN B.5 applicable to this requirement shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

All work performed under this section shall be initiated by task order. The task order process shall essentially follow that described in C.6.5 for support and development tasks.

Invoices for C.6.4 shall be submitted to the CO, with a copy to the COTR, on the 10th day of each month and shall include only support performed during the previous month.

C.6.4 Provide Monthly FAR On-Line Updates

The Contractor shall provide monthly FAR On-Line update service via electronic means to designated USDA personnel in National Headquarters, Washington, D.C. The same USDA personnel that have this service under the AGCAS contract ending September 30, 1997, shall continue to have this service under this contract. The Government and the Contractor shall agree to the date of delivery of the monthly updates. Government shall have the opportunity to purchase

such service for other USDA personnel, including end users, at any time during this contract. The price for this expanded requirement shall be negotiated at that time.

Payment

Payment of 100% of the monthly unit price in **CLIN B.6** of Schedule B shall be contingent upon the extent to which the requirement meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

Invoices for FAR On-Line service shall be submitted to the CO, with a copy to the COTR, on the 10th day of each month and shall include only the previous month's updates.

C.6.5 Provide Support and Development Services -- (OPTIONAL - As Required and Ordered By The Government)

At the Government's option, the Contractor shall provide AGCAS database and software support services. Support services shall be provided for such items as USDA-requested major database enhancements determined by the Government not to be within the standard maintenance of the system; all other AGCAS specific software, database, training support, or development activities required by USDA; and any USDA enhancement or upgrade as a whole, keeping within current microcomputer and software technology.

Task Order Procedures

All work performed under this section shall be initiated by task order. The Contracting Officer will provide the Contractor with a written task order proposal request. The task order proposal request will contain the following elements:

- Statement of Work
- Specific Tasks to be Performed
- Period of Performance
- Description of Deliverables
- Schedule of Deliverables
- Travel (if applicable)

The Contractor shall be allowed three (3) working days to review and respond to the task order proposal request. The Contractor shall evaluate the task order proposal request and submit a detailed level of effort in the form of a task order work plan, along with any proposed changes to the request, required to accomplish the requirement.

The task order work plan shall include the proposed technical approach, assumptions upon which the technical approach is based, required personnel categories and the number of hours per each category, labor rates per category, and extended total proposed level of effort price for the task order. The Contractor shall provide milestone dates by task and deliverable(s) and proposed completion date for each task and deliverable(s) in the requirement.

The Contractor shall submit the task order work plan to the Contracting Officer's Technical Representative. The COTR will review the work plan with the Contracting Officer. Negotiations, if necessary, will take place between the Government and the Contractor to resolve differences in the work plan. When the task order work plan is acceptable to the Government, the Contracting Officer will issue a fixed-price delivery order to the Contractor based on the level of effort price and work plan.

If new information or changing conditions require modifications to the work plan, the Contracting Officer will request a revised work plan. Negotiations, if necessary, will take place and once the revised work plan is acceptable to the Government, a modification to the work plan will be made and a delivery order will be issued by the CO. **USDA WILL NOT BE REQUIRED TO PAY FOR WORK DONE WITHOUT THIS MODIFICATION.**

Each deliverable under the task order work plan shall undergo complete quality control testing and review by the Contractor prior to delivery to the Government, and shall operate without error in the USDA computing environment.

Monthly Support and Development Status Report

The Contractor shall provide to the COTR, with a copy to the CO, a status report by C.O.B., EST on the 25th calendar day of each month. The report shall be provided by electronic mail or other electronic means and shall include a status of all support and development task orders. Tasks shall be summarized by percentage of completion, description of work status by identifying status of deliverables and percentage of their completion, and a breakdown of hours and resources expended. The report shall address any current or foreseeable problems identified by quality control and the Contractor's planned efforts to solve them.

Payment

Support and development services will be provided on a firm, fixed-price level of effort basis. Hours will be billed according to firm, fixed-price hourly labor rates in **CLIN B.7** of Schedule B. Payment of 100% of the firm, fixed-price hourly labor rates shall be contingent upon the extent to which the requirement (support and development task deliverables and the status report) meets the AQL defined in Technical Exhibit No. 1, Performance Requirements Summary.

Invoices for support and development services shall be submitted to the COTR on the 10th day of each month and shall include only services provided during the previous month.

C.7 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a complete quality control program in accordance with FAR 52.246-1 "INSPECTION OF SERVICES - FIXED PRICE," and

the provisions of this paragraph, and prepare a quality control plan (QCP). The QCP shall be provided to the CO and COTR not later than the pre-performance conference. This conference shall be conducted within ten (10) calendar days of contract award and shall be held at the USDA South Building, 14th and Independence Ave., Washington, D.C. The CO shall notify the Contractor of concurrence or required modifications to the QCP

within five (5) calendar days of receipt. The Contractor shall make appropriate modifications within five (5) calendar days of the CO's notification and provide to the CO for final concurrence. The Contractor's quality control inspector shall attend the pre-performance meetings and also attend meetings with the Contracting Officer and other Government personnel to resolve quality considerations and problems that may arise in the course of the work. *Note: The CO may authorize performance to begin prior to the pre-performance conference.*

The QCP shall include the following:

C.7.1 Inspection System

A description of the inspection system to cover each performance requirement listed on the PRS. The description shall include specifics as to the products and services, including all reports and documentation, to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. The inspection system shall address all areas of quality control, including provisions to ensure adherence to delivery schedules, and overall program planning/management tools in place to ensure effective resource use and to address critical problems.

C.7.2 AGCAS and SPEDI Updates -- Quality Control Specifics

A description of the methods to be used for identifying and preventing defects in the quality of updates supplied to the Government. The testing on updates shall consist of, but shall not be limited to, proofreading and spell-checking of text changes and additions, verifying data base changes, actions, prompts, scripts language, and variables. Logic changes shall be tested to insure they operate and function properly. The Contractor shall test and verify that the install process and all functional options in AGCAS and SPEDI are operating properly. The Contractor shall describe the process that will be undertaken to ensure that any defects found in the monthly update for PC's does not show up in the subsequent monthly update for DG's. The Contractor is required to certify that these defects have been corrected in the written certification described in C.6.1.4.

Specific provisions shall be provided to ensure that the correct backup copy of the last version of AGCAS or SPEDI is used to update the system. The use of the wrong backup copy to update the system shall be considered a critical defect as defined under the contract.

C.7.3 Critical Defects/Recurring Defects Avoidance

A description of the measures to be taken to ensure that no critical defects occur in products or services and that no previously identified defects reoccur in subsequent products or services.

C.7.4 Inspection Records

A description of the records to be kept to document inspections and corrective or preventive actions taken. The records of inspections, including test documents run by the Contractor for each monthly update build, shall be kept and made available to the CO or COTR upon request

throughout the contract performance period, and for the period after contract completion until final settlement of any claims under this contract.

C.7.5 Customer Surveys or Other End-User Assessment

The Contractor shall include in the QCP specific provisions to allow the Contractor to assess the quality of its products and services by obtaining information directly from end users. The provisions shall address how such information shall be obtained, the frequency of obtaining such information, and how such information shall be used to improve quality in future products and services supplied. This information shall be provided to the COTR upon request, and valid responses may be used by the Government when completing the Contractor's performance evaluation (see C.3, DEFINITIONS).

C.8 GOVERNMENT QUALITY ASSURANCE

According to the "INSPECTION OF SERVICES - FIXED PRICE" clause, and the provisions of this paragraph, the Government shall perform a quality assurance or validation of the Contractor's performance under this contract to determine the extent to which the Contractor has met the AQL for each performance requirement. For those performance requirements listed on the PRS, the COTR, Forest Service COTR, end users, or other designated evaluators shall follow the methods of surveillance specified in this contract. Government personnel shall record all surveillance observations. The degree of performance provided by the Contractor shall be determined through this surveillance which shall have a direct impact upon the amount of contract payment. (See Technical Exhibit No. 1, Performance Requirements Summary). Government surveillance shall be done in accordance with standard inspection procedures, including review of submitted deliverables, observation of services performed or products supplied, and customer comments or complaints received from USDA contracting professionals regarding products or services supplied under this contract.

Government surveillance methods are identified in Technical Exhibit No. 1, Performance Requirements Summary.

C.8.1 Monthly Updates for PC's and Monthly Updates for DG's

The Government shall perform formal surveillance of the delivered monthly update for PC's and related documentation between the 1st day of the month and the 25th day of the month. Upon completion of Government surveillance the COTR will provide a Contract Surveillance Summary for PC Updates to the Contractor within seven (7) calendar days after completion of the surveillance period, with a copy to the CO. The summary shall identify any defects found in the monthly update for PC's, the degree to which the AQL has or has not been met for that update, and the recommended adjustment applicable to future payments due (for the CO's concurrence).

53-82TS-8-01

page 24 of 46
SECTION C

The Government, specifically the Forest Service COTR, shall perform formal surveillance of the subsequent delivered monthly update for DG's (due the 15th of the month) and related documentation between the 16th day of the month and the last calendar day of the month. Upon completion of Government surveillance the COTR will provide a Contract Surveillance Summary for DG Updates, based upon the Forest Service COTR's surveillance results, to the Contractor within seven (7) calendar days after completion of the surveillance period, with a copy to the CO and Forest Service COTR. The summary shall identify any defects found in the monthly update

for DG's, the degree to which the AQL has or has not been met for that update, and the recommended adjustment applicable to future payments due (for the CO's concurrence).

C.8.2 Annual SPEDI Update

The Government shall perform formal surveillance of the delivered annual SPEDI update and related documentation for a period of 25 calendar days from the day of receipt. Upon completion of Government surveillance, the COTR shall provide to the Contractor within seven (7) calendar days after completion of the surveillance period, a Contract Surveillance Summary for SPEDI Updates. The summary shall identify any defects found in the annual, the degree to which the AQL has or has not been met for that update, and the recommended adjustment applicable to future payments due (for the CO's concurrence).

C.8.3 Impact of the Formal Surveillance Periods on AQL

Any defects, whether critical or non-critical, found during the formal surveillance periods shall be used to determine the AQL for their respective updates. Any defects, whether critical or non-critical, found after the formal surveillance periods, shall not be used by the Government to determine the AQL for their respective updates. However, all defects found, no matter whether they are discovered in the formal surveillance period or not, shall be re-worked at Contractor expense without additional Government compensation, as described in C.9, RESPONSIBILITIES OF THE CONTRACTOR. The Contractor shall be notified at any time, verbally by the CO, COTR, or Forest Service COTR, of defects found in any update.

C.8.4 Reports and Documentation (Other Than Updates Documentation)

C.8.4.1 AGCAS Database Maintenance Reports

The Government shall review reports within seven (7) working days of receipt.

C.8.4.2 Monthly AGCAS Updates Documentation

The Government shall review documentation within the surveillance period for monthly updates. (See C.8.1).

C.8.5 Support and Development Services

The Government shall perform ongoing surveillance of all work conducted by task order under support and development services and shall review and validate all deliverables within seven (7) working days of receipt.

C.8.6 Electronic Commerce/EDI On-Site Support

The Government shall review Electronic Commerce/EDI Trouble Reports, and on a periodic basis discuss assistance received with those making inquiry, to assess the adherence to response times and the quality of support provided. The Government shall review Electronic Commerce/EDI Trouble Reports and recurring EC reports within five (5) working days of receipt.

C.8.7 Monthly FAR On-Line Updates

The Government shall review FAR On-Line Updates within 25 calendar days of receipt.

C.9 RESPONSIBILITIES OF THE CONTRACTOR

Any defective product or service identified by the Government as either a critical defect or non-critical defect, whether during formal surveillance or not, shall be reworked and delivered to the Government by the Contractor. Rework shall be performed by the Contractor at its own expense without additional compensation by the Government.

Defects

Defects in the updates identified by USDA as critical defects shall be corrected and re-delivered by Contractor within a minimum of one (1) calendar day from the date of notification. Any critical defect not corrected within one (1) calendar day shall result in an additional 5% deduction from future payments due, in addition to the standard deduction applicable to the existence of the critical defect as identified in Technical Exhibit No. 1, Performance Requirements Summary. All non-critical defects identified in monthly updates for PC's and DG's shall be corrected and re-delivered in the next respective update. Any such identified defects not corrected within this timeline shall be deemed critical defects.

Hard copy diskettes provided by the vendor must be able to install in workable condition upon first installation. Any diskettes that cannot successfully be installed due to errors in the diskettes shall require that the Contractor, upon receiving notification, deliver working diskettes by overnight mail to the contracting office.

All defects identified during Government surveillance of the monthly update for PC's shall be incorporated into the monthly update for DG's. The written certification in C.6.1.4 shall be provided by the Contractor declaring that such defects have been corrected.

All corrections shall be documented and identified by the Contractor in the Impact Statements accompanying updates. Corrections affecting source code shall be documented and available to the Government if source code is required. Corrections shall also be incorporated into all user manual(s) revisions, as applicable.

53-82TS-8-01

page 26 of 46
SECTION C

Not meeting the AQL as defined in the Technical Exhibit No. 1, Performance Requirements Summary, shall result in the price deductions also defined in Technical Exhibit No. 1.

C.10 CONTRACTOR KEY PERSONNEL QUALIFICATIONS

The Contractor shall provide the following key personnel:

C.10.1 Project Manager

At least eight years of progressive experience in design, development, maintenance, implementation, and conversion of products and services for procurement document generation information technology (IT) automation projects. Five years of supervision experience of procurement document generation IT automation management. This experience must have been obtained within the past ten years.

C.10.2 Programmer

At least six years of progressive experience in design, development, maintenance, implementation, and conversion of products and services for procurement document generation IT automation projects. Experience must include COBOL programming, and analysis of large databases. This experience must have been obtained within the past eight years.

C.10.3 Senior Analyst

At least six years of progressive experience in design, development, maintenance, implementation, and conversion of products and services for procurement document generation IT automation projects. Experience must include analyses of large databases. This experience must have been obtained within the past eight years.

C.10.4 Analyst

At least three years of progressive experience in design, development, maintenance, implementation and conversion of products and services for procurement document generation IT automation projects. Experience must include analyses of large databases. This experience must have been obtained within the past five years.

C.11 PERSONNEL PERFORMANCE/REPLACEMENT

Contractor performance of Electronic Commerce/EDI On-Site Support (C.6.3) and Support and Development Services (C.6.5) is paid for on a firm, fixed-price level of effort basis. If a Contractor employee assigned by the Contractor to perform these services frequently fails to meet the AQL for these services, the Contractor agrees that the employee shall be replaced at the CO's discretion. In such instance, the CO shall provide documentation, including but not limited to contract reports, to support the decision that such replacement is necessary. The Contractor shall remove the person assigned within one working day of official notification by the CO and provide a replacement within ten (10) calendar days.

53-82TS-8-01

page 27 of 46
SECTION C

C.12 YEAR 2000 COMPLIANCE

All information technology provided under this contract shall be Year 2000 compliant, in accordance with the definition contained in C.3, DEFINITIONS.

C.13 TECHNOLOGY REFRESHMENT

At any time during this contract, the Government may request that the Contractor provide a proposal for technology refreshment of the supplies and services provided under this contract. This may include, but shall not be limited to, a Windows-type version of the automated procurement system. The Contractor shall provide such proposal for Government review and potential addition to the contract. All requests for technology refreshment shall be made by the CO and shall be for requirements determined by the CO to be within the scope of this contract.

C.14 TECHNICAL EXHIBITS

The following exhibits are attached and made a part of this Performance-Based Statement of Work:

Technical Exhibit No. 1 -- Performance Requirements Summary, (11 pages)

Technical Exhibit No. 2 -- Performance Incentives, (5 pages)